

## TERMS & CONDITIONS

Please read this document carefully; it explains everything you need to know about the terms and conditions regarding how we will deal with all customers and clients, etc., upon acceptance of our quotation to carry out work within your home or premises, etc.

1. The quoted price is valid at the time of quotation; however, it may increase if your order is placed after 28 days and is subject to installation taking place within 90 days of the contract date.
2. We have quoted the cost of all works as set out on the quotation form. In the case of a service, breakdown or call-out – our office/engineer will have given you the cost of labour and call-out charges verbally, prior to attending your property; however, this will exclude any materials. If you are not happy with the price, please do not ask us to attend as this will incur a call-out charge. Once you have accepted the quotation / verbal quotation, we agree to carry out the work in compliance with the terms and conditions set out in this document. All materials and parts are guaranteed for one year from the date of fitting by the manufacturer. However M & R Plumbing & Heating Limited may charge for labour for the replacement of any faulty materials. If you choose to supply your own materials, M & R Plumbing & Heating Limited will not be held responsible or liable for any failure to work, faulty, faults, warranty's etc. The responsibility for any such items lies with the supplier. This does not affect your statutory rights.
3. We will carry out the work set out in the quotation at the quoted price during normal working hours, i.e., 8.00am to 4.30pm, Monday to Friday. There will be an additional charge for any variations or additions to the work which you ask for or which we consider to be necessary whilst we are carrying out the work and which could not have been identified when we gave you the original quotation, in such a case we will explain to you the reasons for the extra work and inform you in advance, if possible, what the extra cost will be.
4. If any of your appliances or systems appear to have been tampered or interfered with by ANYONE or have been left in pieces, then our engineer is perfectly within his rights to refuse to have anything to do with the aforementioned appliance or system and will immediately leave your property.
5. If you want us to work outside normal working hours it may be necessary for us to make an additional charge which would be agreed with you in advance. We will require access to your home at all times whilst we are carrying out the work.
6. The time estimate provided to carry out the work is our best estimate and we will make every effort to complete the work on time, however, we cannot be held responsible for any delays which may be incurred due to adverse weather conditions or any other circumstances beyond our control. Under these circumstances we would agree an alternative date with you.
7. The quotation does not include the cost of removing any dangerous waste materials, such as asbestos. Such work is specialised and will be carried out at an additional cost, unless otherwise specified in the quotation. M&R Plumbing and Heating Limited will not be responsible for the removal of waste, debris or packaging unless otherwise stated in the quotation.
8. If you are a tenant, you may need your landlord's permission to allow any work to be carried out. The onus is on you to obtain this permission. M&R Plumbing & Heating Limited will assume that you have obtained such permission. M&R Plumbing & Heating shall not have any liability for any loss or damage arising from failure to obtain such permission and you will be liable for payment of any work carried out at your request.
9. It is your responsibility to ensure, before we commence the work and should a gas supply be necessary in order to do so, that there is an adequate gas supply to your home. If you wish, we can put you in touch with your gas transporter to arrange this. If no adequate gas supply exists after 90 days from the date of the contract, we have the right to cancel the contract, should we wish to do so, at no cost to us.
10. We may need you to take up all or some of your carpets and floor coverings, including tongue and grooved, parquet, hardwood, rubber or tiled floors before we start the work, and we will give you as much notice as possible if we need you to do so. If you require M&R Plumbing & Heating Limited to take up any floor coverings as mentioned above, it will be your responsibility to replace the flooring when the work is completed and you will be liable for any costs incurred. You may decide to call a specialist contractor to do this work for you.
11. We will take all reasonable care to carry out the work without causing damage to your home, but you accept that the work carried out, including removing or dismantling existing fixtures and fittings or installing any new materials in your property may cause damage. Following our work, redecoration, boxing in and patching holes may be necessary. This is your responsibility.
12. Where we may need to connect new equipment to your existing, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in that system, unless we have been negligent by not realising that such damage may occur or the way in which we carried out the work. Nor will we accept liability in the case of installation of a central heating system where your system does not work properly because your water supply becomes inadequate or the water pressure is variable, or and blockages obstructions in the system, design fault. This may also be the case on any other type of installation.
13. Materials used for the work are guaranteed for one year from the date of fitting by the manufacturer; however, there may be a charge for labour. Our work is guaranteed for one year from the date that the work is completed. The guarantee only applies to specific materials provided by us and repairs carried out by us, however, it does not apply to any further unrelated faults within the system or appliance. The guarantee does not affect your statutory rights regarding the quality and description of goods and services. You can contact your local authority, trading standards or Citizens advice Bureau, should you need further information regarding your statutory rights. The customer shall inspect the goods upon delivery and shall, within five working days of delivery, notify M&R Plumbing & Heating Limited in writing of any alleged defect, shortage in quantity, damage or failure to comply with description or sample (except where such defect is not reasonably apparent from an initial inspection or test). If the customer fails to comply with these provisions, the goods shall be presumed to be in accordance with the contract and free from any defect or damage which will be apparent upon a reasonable inspection of the goods and the customer shall be deemed to have accepted them.
14. To carry out the work as quickly as possible, we may need to use subcontractors. All subcontractors are approved by the company, are fully qualified and are Gas Safe registered (formerly known as Corgi). All subcontractors carry identity cards.
15. If a deposit is required, this must be paid when you place your order. You must pay the balance of any costs owing when we have completed the work.
16. The rate of VAT, if applicable to this contract, shall be that which applies as at the tax point and in the event of the rate of VAT changing between the said order being placed and the tax point, the customer shall be liable to pay the revised rate of VAT.
17. Where a contract between the company and a consumer is established away from the company premises, it may be cancellable during the 14 days after coming into effect. In such circumstances, information regarding statutory cancellation rights will be supplied on a separate **document**. Where a deposit has been paid to the company, the deposit may be repaid to the consumer. Cancellation rights may not apply when the consumer requires that work is to be started before the expiry of the statutory period. See **the document** referred to above.
18. Third Party rights: nobody other than you will be able to benefit from this contract.
19. These terms and conditions, together with the information overleaf are intended by us to set out the whole agreement between you and us. If you do not think so and have any queries, please contact our office – number at the footer of the page.
20. All materials, goods, appliances etc. supplied and installed remain the property of M&R Plumbing & Heating Limited until the amount given overleaf is paid in full.
21. If the materials, goods, appliances etc. installed within your property are not paid for in full within 30 days of the invoice date, we reserve the right to remove the materials, goods, appliances etc. from your property.

### GAS ESCAPES

If you smell gas, do not smoke or strike a match, do not turn electrical switches on or off – do open doors and windows to ventilate the property, do turn the gas off at the meter control and ring the National Gas Emergency Service immediately on 0800 111 999.